Exhibit 15

OFFICE OF THE IMPARTIAL CHAIRPERSON
321 WEST 44TH STREET, SUITE 400
NEW YORK, NY 10036
TEL: (212) 541-7212 FAX: (212) 541-9356

EMPLOYER: Four Points by Sheraton Manhattan Chelsea

HTC Case #U16-012/ The New York Hotel & Motel Trades Council, AFL-CIO requests a hearing RE: 1) Hotel's failure and refusal to produce documents and information requested by the Union in its December 7, 2015 Request for Information; and, 2) Hotel's failing to honor obligations under Award #2008-04, including but not limited to employee wages and benefits; instituting unilateral changes.

Hearing held at the Office of the Impartial Chairperson on February 24, 2016

APPEARANCES:

Counsel for the Employer: Baker Hostetler
By: Paul Rosenberg, Esq.

For the New York Hotel & Motel Trades Council, AFL-CIO:
Counsel: Pitta & Giblin LLP
By: Joseph Farelli, Esq.

For the Union: Rich Maroko, Esq.

DECISION AND AWARD

* * *

This case has two separate, but related parts. The first involves a recent Request For Information ("RFI"), made by the Union. The second part arises out of my April 14, 2008 Award (#2008-04), (Case No. U07-375), involving this Hotel. That Award has neither been confirmed nor vacated by any Court. In that Award, I directed that certain yet uncalculated sums be paid by the Hotel in addition to various other relief. A copy of the relief therein awarded. (Pages 57, 58, 59 and 60) is attached hereto as Exhibit 1. In that Award, I retained jurisdiction in order to effectuate the aforementioned remedies and to decide any dispute that might arise with regard to the application, entitlement, or the amount due bargaining unit employees under Paragraphs 1, 2, 3 and

4 of the aforementioned remedy paragraphs in that Award[1]. With regard to the instant case each party has submitted to me a listing of issues to be decided.

THE UNION'S ISSUES

ISSUE # 1: Did the Hotel violate the National Labor Relations Act and Addendum IV by failing and refusing to fully comply with the Union's December 7, 2015 Request for Information ("RFI")? If so, what shall be the remedy?

ISSUE #2: Pursuant to your retention of jurisdiction in Case No. U07-375, what monetary amounts does the Hotel owe bargaining unit employees for the period from July 12, 2007 through August 30, 2007.

ISSUE # 3: Pursuant to your retention of jurisdiction in Case No. U07-375, what monetary amounts, including but not limited to fringe benefit contributions, does the Hotel owe to or on behalf of bargaining unit employees for the period from August 31, 2007 through April 14, 2008.

ISSUE # 4: Pursuant to your retention of jurisdiction in Case No. U07-375, what monetary amounts, including but not limited to fringe benefit contributions, does the Hotel owe to or on behalf of bargaining unit employees for the period from April 15, 2008 to the present.

ISSUE # 5: Pursuant to your retention of jurisdiction in case No. U07-375, what monetary amounts does the Hotel owe only to Room Attendants for the period prior to April 14, 2008 as a result of its unilateral reduction in their work hours.

ISSUE # 6: Pursuant to your retention of jurisdiction in Case No. U07-375, what monetary amounts does the Hotel owe only to Room Attendants for the period from April 15, 2008 to the present as a result of its unilateral reduction in their work hours.

ISSUE # 7: What is the status quo ante for wages and fringe benefits for bargaining unit members when the parties re-commenced collective bargaining on January 5, 2016.

THE HOTEL'S ISSUES

ISSUE # 1: Does the unconfirmed Award to Case #U07-375 that was issued on April 14, 2008 remain enforceable? If so, what shall be the remedy?

[1] Paragraph 5 provides "in order to effectuate the aforementioned remedies, the undersigned retains jurisdiction should there arise any disputes with regard to the application, entitlement, or the amount due bargaining unit employees under paragraphs 1, 2, 3 and 4 hereof.

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ISSUE # 2: Did the Hotel violate the National Labor Relations Act and Addendum IV by failing and refusing to fully comply with the Union's December 7, 2015 Request for Information ("RFI")? If so, what shall be the remedy?

I shall first discuss the issue of the RFI, as it is independent of the other issues.

THE RFI AND THE UNION'S CLAIM THAT THE HOTEL HAS COMMITED AN UNFAIR LABOR PRACTICE

I conducted a hearing on the Union's grievances on February 24, 2016, at which time the Hotel presented two objections to the Request for Information. The first objection was that the employees' privacy would be violated by providing the names, addresses, phone numbers and email addresses of the bargaining unit members. The Union's position was that such information is traditionally required for the purpose of collective bargaining negotiations, particularly since the last information it had was in 2007 which needed to be updated. I ruled orally at the hearing that such information was to be provided to the Union by the Hotel, as it was essential to the Union for it to pursue its collective bargaining duties to the unit employees. The Union requested that I put my ruling in a final Award, inasmuch as the Hotel's second objection could not then be ruled upon. I repeat that oral ruling herewith.

During the period between the issuance of my April 14, 2008 Award and December 2015, no request was made by the Union to the Hotel to engage in collective bargaining negotiations until a December 7, 2015 letter from the Union's attorney Richard Moroko in which the Union requested the commencement of collective bargaining negotiations with regard to bargaining unit employees. On December 15, 2015 the Hotel's attorney, Jay Krupin responded in writing, agreeing to set a date for the commencement of negotiations. A date for negotiations was shortly thereafter agreed upon and a bargaining session was held on January 5, 2016. Along with its December 7, 2015 request for bargaining negotiations, the Union had served a written Request For Information ("RFI"). The Hotel provided certain information in response to the RFI but refused to provide all of the information requested. This refusal resulted in the instant grievance being filed with this Office on January 11, 2016. The Union set forth its grievance, partially, as, "failure and refusal to produce documents and information requested by the Union in its December 7, 2015 letter". Moroko's December 7, 2015 letter concluded with, "if you have any questions or concerns, please feel free to call me or my cell....". Krupin's letter of December 15, 2015 stated that the Hotel was looking forward to setting bargaining dates after the New Year, and "in the interim, we will be compiling relevant information in response to your request". Moroko responded by letter dated December 18, 2015 offering negotiation dates and requesting "please provide the information immediately".

On February 1, 2016 the Hotel provided most of the requested information. However, the Hotel refused to provide the employee contact information requested and refused to provide other information from 2007 when the duty to bargain attached.

The Union grieved this refusal, which both parties recognized raised an issue before me, independent of the other issues submitted by the parties.

At the February 24, 2016 Hearing the Hotel gave as the reason for its refusal to provide employee contact information, "employee privacy". This objection has long been rejected by the NLRB and by decisional law. Information with regard to employee classification, addresses, phone numbers, email addresses, dates of hire, etc. is necessary for a Union to carry out its collective bargaining responsibilities. I note that in the correspondence from the Hotel to the Union "privacy" was not raised as an objection until the February 24, 2016 Hearing before me. As previously noted, I made an oral bench ruling at that Hearing, rejecting the "privacy" objection, which I found unsupported by law and which in view of long settled labor law bordered on being frivolous.

The Hotel's second objection to the RFI is I find, also lacking in merit. I note that the Union was certified by Impartial Chairperson Shriftman in 2007, after winning a card count. The Hotel has not cited any legal authority to support its position that information from 2007 to the present time is not relevant. I find this objection, once again, to be without merit. I note that the lengthy delay in the commencement of collective bargaining negotiations until December 2015, complained of by the Hotel was in substantial part attributable to Judge Crotty taking over six years to consider and reject the issues raised in the Hotel's motion before him to vacate an underlying arbitration award between the parties, and the Hotel's appeal of that decision to the Court of Appeals, which affirmed Judge Crotty's decision on November 4, 2015. Its apparent that both sides decided to await the outcome of the litigation commenced by the Hotel and that neither side anticipated the length of time Judge Crotty would require to decided the issues. I further note that during this more than six-year period, the Hotel made no attempt to commence collective bargaining negotiations. The Union attempted to resume negotiations about a month after the Court of Appeals affirmance.

I find that the Hotel's refusal to fully comply with the RFI to be an unfair labor practice, a refusal to bargain in good faith, in violation of the NLRA and violative of the IWA. I find the violation to be intentional and meritless, designed to impair the Union in the negotiations. I note that the victims of the Hotel's refusal to comply with the 2008 Award are the innocent workers who were the objects of the Hotel's earlier unfair labor practices, who continue to be deprived of the monies due them by the current actions of the Hotel by withholding information necessary for the Union to negotiate. The Hotel's conduct warrants punitive damages. I have been informed that the Hotel has previously paid approximately $200,000.00 in punitive damages as a result of its prior refusal to provide documentation necessary to conduct the card count. I have found punitive damages to be an effective method in requiring this Hotel to comply with its requirements under the Industry Wide Agreement. I also find that punitive damages are required to prevent this Hotel from continuing to impair and impede the collective bargaining process, and to deter other hotel's from engaging in similar conduct. I have set forth the amount of punitive damages in the Award part of this Decision and Award.

DOES THE 2008 AWARD REMAIN ENFORCEBABLE?

The Hotel's position is that the April 2008 Award is null and void since the Union has never moved to have that Award confirmed[2]. The Hotel's position also is that the six-year New York State Statute of Limitations with regard to contracts was applicable to the April 14, 2008 Award and since more than six years had elapsed since the issuance of the Award, it could no longer be enforced in Court or by this Office and the Impartial Chairman was therefore "ex officio" The Union's position was that the aforementioned Award was still viable and that this Office, because jurisdiction had been retained "with regard to application, entitlement, or the amount due bargaining unit employees under paragraph 1, 2, 3 and 4 hereof", could entertain a calculation of the sums due since the issuance of that Award and that the Award remained viable and order those sums to be paid. The Union's position is that they were not seeking a calculation at the present moment but, in order to be able to make a calculation, they needed the information from the Hotel from March 6, 2007 to the present and also to enable the Union to use that information for the purposes of the current collective bargaining negotiations. The positions and arguments of both sides are set forth at length in their post hearing Briefs. I have reviewed and considered the issues raised and arguments contained in those Briefs and I attach both to this Decision and Award, designating the Hotel's Brief as Exhibit 2, and the Union's Brief, Exhibit 3.

I will now consider the Hotel's position that the undersigned is functus officio. If I find that to be correct I should go no further in considering the Union's enforcement grievance.

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[2] The Hotel did not claim that the Union had abandoned its representative status with regard to the bargaining unit employees.

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FUNCTUS OFFICIO

The Union and the Hotel Association of New York City ("Negotiators") who negotiated the Collective Bargaining Agreement involved in this case (the "Industry Wide Agreement" or the "IWA") have been in a contractual relationship since 1937. The intention of the negotiators, then and now, is to maintain industrial stability in the hotel industry in the New York City area[3]. Both the Union and the Hotel Association, and all parties bound to the IWA, including the instant Hotel recognize that in the service industry there should be no interruption of services to guests.

The negotiators also recognized the delays and inadequacies of National Labor Relations Board proceedings, particularly with regard to organizational and recognition campaigns, election proceedings and even unfair labor practice proceedings. Both sides sought to avoid the specter of a large inflated rubber rat placed outside of a hotel, accompanied by picketing. In order to avoid such disruption, the negotiators from the commencement of their contractual relationship agreed upon a method for the resolutions of their disputes. This is contained in Article 26 of the IWA, which established of the Office of the Impartial Chairperson and granted the arbitrators of that Office an exceedingly broad grant of authority[4]. Article 26 of the IWA provides in pertinent part that "All complaints, disputes, or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or any acts, conduct, or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to a permanent umpire(s) to be known as the Impartial Chairperson, and his/her decision shall be final and binding upon the parties hereto. Any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the Impartial Chairperson jurisdiction or authority, shall be submitted to the Impartial Chairperson in accordance with this Article".

Most recently, (April 25, 2016), the Court of Appeals for the Second Circuit in the "Brady" case (National Football league etc. v Football League Players Association., pp 11-12), noted... "The LMRA establishes a federal policy of promoting "industrial stabilization through the collective bargaining agreement", with particular emphasis on private arbitration of grievances. *United Steelworkers vs. Warrior & Gulf Navigation Co.,* 363 U.S. 574, 578 (1960).

[3] Thus, the IWA in its third, "Whereas" clause provides as follows, "WHEREAS, the parties hereto, desiring to cooperate to stabilize such labor relations by establishing general standards of wages, hours of service and other conditions of employment, and providing arbitral machinery whereby disputes and grievances between employers and employees made be adjusted without resort to strike, lockouts or other interferences with the continued and smooth operations of the hotel business, have agreed... to enter into an agreement... on the terms and conditions here and after stated."

[4] The United States Court of Appeals in the Second Circuit has recognized that the authority granted arbitrators under the IWA is extremely broad. Pitta v. Hotel Association of N.Y. Inc. 806 F2d (2nd Cir 1986).

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The Act embodies a "clear preference for the private resolution of labor disputes without government intervention" *Int'l Bhd. Of Elec. Workers v. Niagara Mohawk Power Corp.*, 143 F.3D 704, 714 (2d Cir. 1998). Under this framework of self-government, the collective bargaining agreement is not just a contract, but "a generalized code to govern a myriad of cases which the draftsmen cannot wholly anticipate". *Warrior*, 363 U.S. at 578. Collective bargaining agreements are not imposed by legislatures or government agencies. Rather, they are negotiated and refined over time by the parties themselves so as to best reflect their priorities, expectations, and experience. Similarly, the arbitrators are chosen by the parties because of their expertise in the particular business and their trusted judgment to "interpret and apply [the] agreement in accordance with the 'industrial common law of the shop' and the various needs and desires of the parties." *Alexander v. Gardner-Denver Co.*, 415 U.S. 36, 53 (1974). The arbitration process is thus "part and parcel of the ongoing process of collective bargaining." *Misco*, 484 U.S. at 38."

The present panel of arbitrators at the Office of the Impartial Chairperson consists of three experienced labor lawyers, all with many years of experience in the hotel industry. They are not ad hoc arbitrators. They are familiar with the IWA and hotel industry procedures and practices. It is an established practice of those arbitrators, when issuing an Award, to frequently retain jurisdiction in cases where an arithmetic calculation of damages is ordered in the Award and/or there is a possibility that a dispute may arise with regard to those calculations. Frequently, in an Award the arbitrator retains jurisdiction to ensure compliance with remedies awarded. In the case at bar a perusal of my 2008 Award shows that I expressly retained jurisdiction for both of those reasons.

It must be noted, that the Hotel did not move to vacate my Award on the basis that I retained jurisdiction. In fact, the Hotel has acknowledged at the February 24, 2016 Hearing that it has paid a substantial part of the punitive damages I awarded against it[5].

The Hotel correctly argues that arbitrators become functus officio when they have decided all issues submitted for arbitration. The Hotel confuses the issue and relies upon situations in which an arbitrator reopens an award for "good cause" or otherwise. The Hotel's argument ignores the fact that the undersigned retained jurisdiction for specific limited purposes, and the Union has not sought a reopening of my previous Award. Instead the Union herein instituted a grievance invoking my retention of

[5] Approximately $220,000 has been paid by the Hotel.

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jurisdiction for the purpose of enforcement of the relief awarded in my 2008 Award. The doctrine of functus officio has no application under these circumstances.

The doctrine of functus officio was considered at length in the context of this very collective bargaining agreement and the broad authority granted an arbitrator under its provisions, by Judge Mukasey in 1997 in New York Hotel Trades Council v. Hotel St. George, 988 F. Supp. 770. There Judge Mukasey denied the Hotel's petition to vacate an award on the basis of "functus officio" because the Award under consideration was neither a reconsideration or an amendment of a previous award[6]. I find the doctrine of functus officio inapplicable to the Union's enforcement claims and I find that I have jurisdiction to hear and determine what relief if any is warranted[7].

IS THE ARBITRATION DEMAND TIME BARRED?

The Hotel's argument here relates to the period for confirming an arbitration award. It is misconceived. It ignores completely the language of the 2008 Award in which jurisdiction was retained by the arbitrator. The Hotel did not move to vacate that award because jurisdiction was retained but instead argues that the Union should have sought confirmation, and, because it did not do so it is barred from seeking relief. I disagree. In doing so I note that under the IWA, and particularly the arbitration clause therein, there is no statute of limitations for claims of violation of the Collective Bargaining Agreement or with regard to "any conduct or relations between the parties."

The Union did not sit on its hands and ignore the Award from 2008 through 2015. The Hotel moved to vacate the underlying Award. It took Judge Crotty over six years to rule that the Hotels contentions were without merit. The Hotel appealed his decision to the Court of Appeals, which affirmed[8]. Even if the Union had moved to confirm my 2008 Award there were no sums certain in that Award as those sums had to be calculated. The instant arbitration demand is not time barred.

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[6] Judge Mukasey questioned whether the doctrine of functus officio has any vitality in the context of labor relations.

[7] Judge Mukasey noted with regard to the Hotel Saint George's conduct in that case as follows 'to suggest, in St. George's words, that the Union has acted "improperly" and "unjustifiably" in this matter is to ignore the substantial unfairness to the three Union employees arising from St. George's unequivocal refusal to abide by either decision of the Arbitrator. Its not unfair to hold St. George liable for the 1997 Award given that it agreed specifically in Article 26 of the Agreement to submit all disputes with the Union to "final and binding" arbitration and that any decisions of the arbitrator shall "have the effect of a judgment entered upon and award made." Instead of abiding by Agreement, St. George persists in its efforts to subvert that agreement and the labor arbitration process without explanation or apparent justification. St. George's petition the vacate based on the doctrine of functus officio is denied."

[8] The history of this case, and the Federal Court litigation is accurately described in pages 3 – 11 of the Union's Brief of which history I incorporate by reference hereuntil, rather than setting same herein at length.

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Does Laches Bar the Arbitration Demand?

The Hotel correctly sets forth the principles of laches in its Brief as requiring that the Union knew of its misconduct, inexcusably delayed in taking action and that the Hotel was prejudiced by the delay. The Hotel also correctly states that prejudice is established by showing an injury, change of position, loss of evidence, or some other disadvantage resulting from the delay.

As previously noted, rather than calculate and pay the employees the sums awarded to them in the 2008 Award, the Hotel chose to roll the dice and litigate. It lost. It argues now that it will incur multiple millions in back pay if it is bound to that Award retroactively. The large part of the delay complained of by the Hotel is attributable to the over the six years Judge Crotty took to decide the case brought by the Hotel. The Union has no responsibility for this delay.

The record before me contains no evidence that the Hotel has been prejudiced by the Union seeking information in 2016. The Hotel had the unfettered use of monies due employees over the eight year time period involved in this case. I find it has not been prejudiced by any delay attributable to the Union.

Laches is an equitable defense. It requires the Hotel to have "clean hands" to seek equitable relief. I find the Hotel, to lack "clean hands". I find applicable, the final paragraph in Judge Mukasey's decision in the St. George case, in which he denied the Hotel's petition to vacate based on the doctrine of functus officio. See footnote 7 herein.

NLRB STANDARDS

The Hotel argues that the Impartial Chairperson is subject to NLRB standards. There is no such limitation contained in Article 26 of the IWA, which sets forth the authority of the arbitrator. Addendum IV, dealing with situations involving organizing drives and representation rights contains a provision empowering the Impartial Chairman to issue such remedial orders as are consistent with applicable NLRB standards and necessary during and after the pendency of the Unions organizing drive to ensure the maintenance of the neutral environment and/or to penalize the Hotel or the Union for violating their obligations hereunder. I did apply this language and authority in my 2008 Award in which, after the Union won representation rights in a card count, I ordered the Hotel to bargain in good faith with the Union and I awarded substantial punitive damages on account of the Hotel's misconduct. The NLRB, by statute and decisional case law does not have the power to award punitive damages for violation of the National Labor Relations Act. It is powerless to directly enforce its decisions. Even the

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expedited election rules of the NLRB require a court order if an employer refuses to comply. The IWA however, empowers its arbitrators to award punitive damages.

The Hotel would have me believe that I cannot fashion an effective remedy with regard to an employer who refuses to comply with my Awards. I disagree. The parties to this Collective Bargaining Agreement have given the Office of the Impartial Chairman the authority and power to deal with non-compliance situations. The Hotel's argument lacks merit and is rejected.

The Wingate Hotel Collective Bargaining Proposal

In my 2008 Award, I held in part that, concerning August 31, 2007 the Hotel shall pay all Bargaining Unit employees… the minimum hourly rate… contained in the Collective Bargaining Agreement between the Union and the Wingate Hotel, until the sooner of the execution of a Collective Bargaining Agreement between the Hotel and the Union, or the expiration date of the aforementioned Wingate Hotel Collective Bargaining Agreement.

It is undisputed that a Collective Bargaining Agreement between the Union and the Four Points by Sheraton (Chelsea Hotel) has never been executed. The Wingate Hotel contract provided lower minimum pay rates laddered to rise to 100% of the IWA minimum pay rates contained in the IWA Schedule A. Prior to the expiration of the 2006 IWA the Union and the Hotel Association of New York City, Inc. (the "Association") negotiated a successor agreement to expire in 2019. The question is, whether the IWA extension and it's new terms are binding on the Hotel. I hold that they are.

It is undisputed that the Wingate was part of the multi-employee bargaining group represented by the Hotel Association. Accordingly, it was and is bound by the current IWA and its terms and pay rates.

The Union asks in its issue number 7, "What is the status quo rate for wages and fringe benefits when the parties re-commenced collective bargaining on January 5, 2016". I find it to be the current wages, benefits and working conditions contained in the current Wingate collective bargaining agreement. The Hotel suggests that the Impartial Chairperson has unilaterally set contract terms and infringed upon the sanctity of the collective bargaining process. I disagree. My interpretation leads me to conclude that those rates and benefits are necessary in order to remedy the Hotel's non-compliance with my 2008 Award. The Hotel should not benefit by paying the lower minimum rates and benefits.

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CONCLUSION AND AWARD

I have considered all of the arguments and objections raised by the Hotel in its post hearing Brief and I find them all unconvincing. My 2008 Award remains viable and enforceable and the Union is entitled to all of the relief it has requested.

As previously noted no witnesses testified at the February 24, 2016 Hearing before me and no calculations with regard to what amount have to be paid by the Hotel to comply with my 2008 Award has been submitted to me.

1. I am therefore ordering and directing that a hearing be held solely for the purpose of both sides submitting their calculations to me for determination of the amount due or on behalf of bargaining unit employees, or to the various "Funds", pursuant to my retention of jurisdiction in my 2008 Award, Case No. U07-375 for:
   a) The period from July 12, 2007 through August 30, 2007 (Union's issue number 2), and
   b) The period form August 31, 2007 through April 14, 2008 (Union's issue Number
   c) The period from April 15, 2008, to the present (Union issue Number 4).
   d) The amount owed to Room Attendants for the period prior to April 14, 2008, and from April 18, 2008 to the present, as a result of the Hotel's unilateral reduction in their work hours (Union issue Number 5 and 6).

2. I find that the status quo ante for wages and fringe benefits for bargaining unit members when the parties re-commenced collective bargaining on January 5, 2016 is the current terms and conditions contained in the current Wingate Collective Bargaining Agreement.

3. I find the Hotel violated the National Labor Relations Act and the IWA by failing and refusing to provide the Union with the information requested in the RFI from the February 24, 2016 date when I issued a verbal bench order to the Hotel to provide that information to todays date, May 10, 2016, a period of 76 days. The Hotel shall pay the Union $2,698,000.00 in punitive damages plus an additional $35,500 for each day thereafter that the Hotel fails to comply with the RFI.

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4. The 2008 Award in Case #U07-375 issued on April 14, 2008 remains enforceable (Hotel issue number 2). The remedy is that the Hotel shall pay the sums due when calculated and determined at a hearing for that purpose to be held within 30 days from the date of the Award. The parties are directed to exchange their calculations within twenty days from the date of this Award.

5. The undersigned retains jurisdiction for the above purposes and to resolve any disputes, which may arise, based on the Award.

It is so ordered.

Dated: May 10, 2016
New York, New York

IRA DROGIN, under the penalties of perjury duly affirms that he is the arbitrator described herein, and that he executed the foregoing instrument.

[signature]

IMPARTIAL CHAIRPERSON